IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 855 OF 2006

IN

NOTICE OF MOTION NO. 914 OF 2005

IN

SUIT NO.918 OF 2005

Teja Ram Chaudhary of Bombay ....Plaintiffs.
vs.
M/s. Shelter Makers and Ors. ....Defendants.

Mr.D.D. Mehta i/by C.N.Gole for the plaintiffs.
Mr.Harish Dangu i/by.KMC Legal Venture for defendant nos.1 and 8.
Mr. Cyrus Ardeshir i/by.Madekar and Co. for defendant no.2.

CORAM: S.J. VAZIFDAR, J.

NOVEMBER 13, 2006.

P.C. :

1. For the reasons stated in affidavit-in-support, the Notice of Motion is made absolute in terms of prayer clause (a) subject to the plaintiff paying to defendant no.2 a sum of Rs.5,000/- within two weeks from today and sum of Rs.5,000/- to defendant no.1 and 8 within two weeks from today.

2. Further, the Notice of Motion which has been restored shall be heard only in normal course and not expeditiously. It is clarified that the payment of cost shall be a condition precedent. In the event of cost not being paid, Notice of Motion shall stand dismissed.

(S.J.VAZIFDAR, J)